

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
RJI Capital Corporation

2. Registration Number
6768

3. Name of Foreign Principal
Ministry of Justice of the Republic of Kazakhstan

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 05/19/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- See attached contract.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See response to item 9.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
------	-----------	---------	--------

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

07/29/2021Steven J. Cuevas/s/Steven J. Cuevas

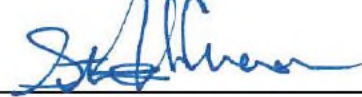
EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

July 29, 2021Steven J. Cuevas

Appendix

Response to Item 9

Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will (1) identify and engage top lobbyists, strategists, lawyers and government affairs specialists to ensure effective representation before the United States House of Representatives and Senate, including key Leadership and relevant Committees as well as Executive Branch Departments, including but not limited to, the U.S. Department of State, and before arbitrations and courts; (2) Ensure regulatory compliance under FARA; (3) Organize meetings with members of the US Congress to establish long-term relationships; (4) Engage with members of the Congress and their senior staff as well as key members of the Executive Branch; and (5) Cooperate and interact on a constant basis with the Embassy of the Republic of Kazakhstan in the United States.

**AMENDMENT AGREEMENT NO. 1
TO CONTRACT FOR A COMPLEX OF LEGAL SERVICES FOR
REPRESENTATION AND PROTECTION OF INTERESTS IN COMPETENT
AUTHORITIES AND INTERNATIONAL ORGANIZATIONS**

between

SE «MINISTRY OF JUSTICE OF THE REPUBLIC OF KAZAKHSTAN»

and

**Company
«RJI Capital Corporation»**

This Amendment Agreement No. 1 to Contract for a complex of legal services for representation and protection of interests in competent authorities and international organizations dated February 4, 2021 (hereinafter – Contract) is concluded on «____»_____2021 between SE «Ministry of Justice of the Republic of Kazakhstan» represented by Vice-Minister of Justice of the Republic of Kazakhstan Mr. Almat Madaliyev (hereinafter referred to as the «Ministry of Justice» and «Client») and RJI Capital Corporation, a Delaware corporation with offices at 1001 19th Street N, Suite 2000, Arlington, VA 22209, U.S.A. represented by Executive Vice President & General Counsel Steven J. Cuevas (hereinafter referred to as «RJI» and «Consultant»), hereinafter individually referred to as the «Party» and jointly - the «Parties».

1. Pursuant to clause 5.4 of section 5 of the Contract the Parties agreed that:

1.1. paragraph 1 of Preamble of the Contract shall be amended as follows:

«Whereas, the Client has engaged RII to represent its interests in government agencies, arbitrations and courts, United States Congress and institutions of the United States until November 30, 2021; and»;

1.2. Subclause 3.1.1 of clause 3.1 of section 3 of the Contract shall be amended as follows:

«The Parties hereby agree that the total cost of Services shall be a flat fee of \$3 000 000 (three million U.S. Dollars) and includes all costs associated with the provision of Services. Payments to Consultant should be made in U.S. Dollars in accordance with the exchange rate of the National Bank of Kazakhstan on the date of the Payment.»;

1.3. Subclause 3.3.1 of clause 3.3 of section 3 of the Contract shall be amended as follows:

«Consultant shall submit an invoice (invoices) for remuneration, together with an Act of Service Acceptance ("Acts") and supporting documents for expenses, if there were such expenses. Consultant shall submit such Acts in Russian and specify the final amount due in U.S. Dollars. The Consultant shall provide Services until November 30, 2021. The consultant should submit to the client Act of service Acceptance, Invoice and Report of Services Performed on a monthly basis.»;

1.4. Subclause 3.3.2 of clause 3.3 of section 3 of the Contract shall be amended as follows:

«Client shall consider, approve and pay the invoice received from Consultant within reasonable time limits from the date of receipt of relevant invoice and Act, but, in any event, within 30 (thirty) days from the date of receipt of such invoice and Act.»

1.5. Paragraph 3 of clause 5.1 of section 5 of the Contract shall be amended as follows:

«The term of validity of this Contract expires on December 31, 2021. The Parties are entitled to continue their collaboration after the expiration date of this Contract by signing a new Contract.»

2. Terms of this Amendment Agreement No. 1 are an integral part of the Agreement.

3. Except for the provision set forth in this Amendment Agreement No. 1 all other terms of the Agreement shall remain unchanged.

4. This Amendment Agreement No. 1 shall come into effect after the signing it and registration with the Treasury authorities, and shall be effective until December 31, 2021.

5. This Amendment Agreement No. 1 is written and signed in the Russian and English languages, in 2 (two) counterparts; one Russian and one English version for each Party.

LEGAL ADDRESSES OF THE PARTIES

Client: SE Ministry of Justice of the Republic of Kazakhstan
House of the Ministries, 8 Mangilik El Avenue, Nur-Sultan
010000, Republic of Kazakhstan



SE Treasury Committee
under the Ministry of Finance of the Republic of Kazakhstan

Consultant RJI Capital Corporation
1001 19th Street N, Suite 2000, Arlington, VA, 22209, U.S.A.
Citibank, N.A.



IN WITNESS WHEREOF the Parties signed this Contract on the above date.

For the Ministry of Justice of the Republic of Kazakhstan



Mr. A. Madaliev
Vice-Minister of Justice of the Republic of Kazakhstan

For Consultant

A handwritten signature in blue ink, belonging to Steven J. Cuevas.

Steven J. Cuevas
Executive Vice President & General Counsel

